

1 JOHN D. MCLACHLAN (State Bar No. 102436)
2 STACEY A. ZARTLER (State Bar No. 160859)
3 FISHER & PHILLIPS LLP
4 One Embarcadero Center, Suite 2340
5 San Francisco, CA 94111-3712
6 Telephone: (415) 490-9000
7 Facsimile: (415) 490-9001

5 Attorney for Defendants
6 ConocoPhillips Company, Harlan Graf,
Luther Nolan, and Tom Miller

7 WAUKEEN Q. McCOY (State Bar No. 168228)
LAW OFFICES OF WAUKEEN Q. McCOY
8 703 Market Street, Suite 1407
San Francisco, CA 94103
9 Telephone: (415) 675-7705
Facsimile: (415) 675-2530

10 Attorneys for Plaintiff
11 Robert Booker

16 ROBERT BOOKER, an individual

Civil Action No. C 07-0384 CW

17 Plaintiff,

STIPULATION AND [PROPOSED] PROTECTIVE ORDER

19 CONOCOPHILLIPS COMPANY, a
20 Delaware corporation, HARLAN GRAFF, an
21 individual, LUTHER NOLAN, an individual,
TOM MILLER, an individual, and DOES 1-
10.

Defendants.

1 Defendants ConocoPhillips, Harlan Graf, Luther Nolan, Tom Miller, and Plaintiff Robert
2 Booker, through their respective attorneys of record, recognize that certain records, documents,
3 and information to be produced by the parties in this case pursuant to discovery may contain
4 private, confidential, and/or proprietary information and trade secrets that must be protected.
5 The parties therefore stipulate as follows:

6 1. Good cause exists for a Protective Order under Federal Rule of Civil Procedure
7 26(c), in that the parties anticipate that certain documents, communications, and other
8 information produced in discovery will contain private and confidential information relating to
9 third parties, including but not limited to information regarding other employees of Tetra Tech or
10 clients of Tetra Tech, and confidential and proprietary information and trade secrets, and a
11 mechanism is needed to allow for discovery and disclosure while protecting privacy rights under
12 the laws of the State of California.

13 2. For purposes of this Protective Order, the term "Confidential Information" means
14 information relating to any information regarding other employees of ConocoPhillips or clients
15 of ConocoPhillips, and confidential and proprietary information and trade secrets, as well as any
16 other information that the producing party in good faith deems proprietary or sensitive.

17 3. "Confidential Information" does not include documents or other information
18 publicly available or obtained by a party through independent means, including via private
19 investigation or subpoena to any government agency or a non-party.

20 4. Any party may designate as "Confidential" any pleading, document, testimony, or
21 other discovery material that contains Confidential Information as described in paragraph 2. No
22 designation shall be made unless counsel of record believes in good faith that the designated
23 material is in fact Confidential. An inadvertent failure to designate qualified items or material, if
24 promptly corrected, shall not waive the designating party's right to secure protection for such
25 items or material under this Stipulated Protective Order.

26 5. A party may designate documents as Confidential by providing written notice to
27 the other party that certain documents, or groups of documents, are to be considered
28 Confidential. A party may designate all or part of the oral testimony of any witness as

1 Confidential either by (a) orally designating the testimony as Confidential during the deposition
2 or hearing, and requesting the reporter to mark the beginning and end of the testimony so
3 designated and separately bind the Confidential portion(s); or (b) by giving written notice to all
4 counsel of record of the specific pages and lines of the transcripts to be designated Confidential
5 within fifteen (15) days of service of the transcript by the court reporter.

6 6. A party may challenge the designation of documents or testimony as Confidential
7 by first meeting and conferring with counsel for the producing party in a good faith effort to
8 resolve the dispute, and if necessary thereafter by seeking relief from the Court by filing a
9 motion. Pending a determination by the Court as to the appropriateness of the Confidential
10 designation, all parties will treat the material in question as Confidential.

11 7. Material designated as Confidential pursuant to this Protective Order, the
12 information contained therein, and any summaries, copies, abstracts, or other documents derived
13 in whole or in part from Confidential Information shall be used only for purposes of this
14 litigation and not for any business or other purpose, including, but not limited to, any other
15 litigation.

16 8. Except as provided below, Confidential Information may be disclosed only to the
17 following categories of persons:

18 (a) Parties, counsel of record for any party to this action, and the employees
19 of counsel;

20 (b) Experts and consultants (including independent experts and independent
21 consultants, their employees and clerical assistants) who are employed, retained, or otherwise
22 consulted by any counsel of record for the purpose of analyzing data, conducting studies, or
23 providing opinions to assist in any way in this litigation.

24 (c) The Court and its staff.

25 (d) Court reporters, their staff, and professional vendors to whom disclosure is
26 reasonably necessary for purposes of this litigation.

27 (e) During their depositions, witnesses in this action to whom disclosure is
28 reasonably necessary.

1 (f) The author of the document or the original source of the information.

2 9. Confidential Information produced during the course of this litigation shall not be
3 disclosed to any person under paragraphs 6(b), (d) and (e), unless that person has agreed to be
4 bound by the terms of this Protective Order by executing the acknowledgment set forth in
5 Exhibit 1.

6 10. Confidential Information submitted to the Court in conjunction with motions or
7 other Court proceedings may only be filed under seal, subject to the requirements of Civil Local
8 Rule 79-5, or after obtaining written permission from the designating party or a court order
9 secured after appropriate notice to all interested persons.

10 11. Unless otherwise ordered or agreed in writing by the parties, counsel must return
11 all Confidential Information within 30 days of the final disposition of this action or certify that it
12 has been destroyed and no copies, abstracts, compilations, or summaries have been retained.

13 12. Nothing in this Stipulated Protective Order shall prevent any party from seeking
14 modification of it by the Court in the future. In addition, nothing in this Stipulated Protective
15 Order shall be deemed a waiver of any party's right to object to any discovery request on any
16 ground; to seek an order compelling a response to any discovery request; to object to the use in
17 evidence of any material covered by the Stipulated Protective Order; or to restrict the designating
18 party's use of its own documents.

19 IT IS SO STIPULATED.

20 *August*
21 Dated: June 8, 2007

FISHER & PHILLIPS LLP

22 By: *Stacey A.*
23 Stacey A. Zarther

24 Attorneys for Defendants ConocoPhillips
25 Company, Harlan Graf, Luther Nolan, and
Tom Miller,

26 Dated: June __, 2007

LAW OFFICES OF WAUKEEN Q. McCOY

27
28 By: */s/*
Waukeen Q. McCoy

1 Attorneys for Plaintiff Robert Booker

2 **ORDER**

3 Pursuant to stipulation, and good cause appearing, IT IS SO ORDERED.

4

5 Dated: 8/9/07

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28



6 Honorable Claudia
7 U.S. District Judge

1 EXHIBIT 1

2 **ACKNOWLEDGMENT OF PROTECTIVE ORDER**

3 **AND AGREEMENT TO BE BOUND**

5 I do solemnly swear and affirm that I have been provided with a copy, and am fully
6 familiar with the terms of, the Stipulated Protective Order in *Booker v. ConocoPhillips*
7 *Company, et al.*, U.S. District Court for the Northern District of California Civil Case No. C07-
8 0384 CW. I agree to comply with and be bound by the terms and conditions of the Stipulated
9 Protective Order and I understand and acknowledge that my failure to comply could expose me
10 to sanctions and punishment in the nature of contempt by the Court. I solemnly promise not to
11 disclose in any manner any information or item that is subject to this Stipulated Protective Order
12 to any person or entity except in strict compliance with the provisions of this Order. I further
13 agree to submit to the jurisdiction of the United States District Court for the Northern District of
14 California for the purpose of enforcing the terms of this Stipulated Protective Order.

15
16 SIGNATURE: _____

17 PRINTED NAME: _____

18 DATE: _____

19 CITY AND STATE WHERE SWORN AND SIGNED: _____

20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of San Francisco, State of California. I am over the age of 18 and not a party to the within action. I am employed with the law offices of Fisher & Phillips LLP. My business address is One Embarcadero Center, Suite 2340, San Francisco, CA 94111-3712.

On this date, I served the foregoing **STIPULATION AND [PROPOSED] PROTECTIVE ORDER** on the following parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Waukeen Q. McCoy

Plaintiff's Attorneys

Law Offices of Waukeen Q. McCoy
703 Market Street, Suite 1407
San Francisco, CA 94103

Telephone: (415) 675-7705
Facsimile: (415) 675-2530

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on August 8, 2007, at San Francisco, California.



Judy Keenan